

PDU WEB CONNECT BASIC LICENSE AGREEMENT

This **SOFTWARE LICENSE AGREEMENT** (the "Agreement") contains the terms and conditions of use of Plastic Dress-Up Company's ("PDU") "PDU WEB CONNECT" ®, which allows consumers to select various components and build a custom award and buy these awards or buy pre-built awards, on-line.

The undersigned Awards Retailer ("Dealer") agrees to be bound by the terms of this license agreement in order to use PDU WEB CONNECT to offer awards to its customers.

1. Term: The license number issued pursuant to this License Agreement is valid for one (1) year from the date the license number is activated, and is subject to automatic renewals as set forth herein. Upon execution of this License Agreement, PDU will issue Dealer with a license number. It is Dealer's obligation to submit that license number for activation within sixty (60) days by logging onto www.pdu.com and entering the license number as appropriate. PDU will activate the license within 10 days of Dealer's submission. ("Activation Date") This Activation Date shall be the anniversary date for renewals.

2. PDU WEB CONNECT is designed to provide the Dealer with a unique on-line trophy store ("Store"). It will allow consumers the ability to select various award components and build a custom award. PDU WEB CONNECT will initially provide multiple designs of trophies, stand alone resins awards, medals with ribbons, acrylic awards and plaques. Additionally, PDU WEB CONNECT will also include pre-built PDU sports and corporate awards. A Bill of Material feature will be included as part of PDU WEB CONNECT. The Retailer will be able to customize various aspects of its individual site by logging in online, and choosing various options and settings for pricing, color schemes, parts, etc. PDU will not modify source codes for the Dealer website. Any customization is purely settings driven and configured online by the Dealer. PDU WEB CONNECT allows the Dealer to accept credit card payments online via the PayPal payment service. Dealers will have to sign up, separately from this Agreement, for a PayPal account in order to accept online payments. Dealer will be separately responsible for all fees, costs and compatibility issues associated with such independent services. PDU WEB CONNECT only supports US standards such as pricing in US dollars, text in English, and taxes within the United States. PDU WEB CONNECT is designed to be compatible with the most recent versions of Microsoft Internet Explorer browser. Said compatibility may change from time to time upon notice from PDU.

3. Ownership: PDU has an exclusive, world-wide license and right to issue sub-licenses to the PDU WEB CONNECT Software, all Modifications, and all updates, enhancements, new releases, product images, and all rights, including all rights to patents, copyrights, trade secrets, trade names and other intellectual property, ("Intellectual Property"). Dealer shall never own, claim nor possess any rights in or to the Intellectual Property.

4. Fees: Dealer shall pay to PDU the sum of \$1,299.00 as the License fee for the first year of PDU WEB CONNECT, in advance. Each license entitles Dealer to one unique Store. At the inception of this Agreement; Dealer may lock in this annual fee in exchange for a two year commitment. In lieu of a one-time fee, Dealer may pay monthly via an approved credit card.

Pricing for subsequent years may increase upon a minimum of 30 days notice to Dealer. If Dealer fails to activate their license within 60 days of signing this Agreement, and if in that period, PDU has announced an increase in the price it will charge for a similar PDU WEB CONNECT license, then PDU may, in its sole discretion, increase the price for the unactivated license to the price then charged to new activations. This License shall be automatically renewed annually unless the Dealer advises PDU of its intention not to renew no later than thirty (30) days prior to the expiration period. The Dealer shall be required to electronically sign an end user license agreement on the website, and thereafter, PDU will, within approximately ten (10) business days, have the applicable customization performed and available to the Dealer. PDU may terminate this Agreement at any time, in its sole discretion, without incurring any liability therefore.

5. Taxes: Dealer is responsible for all sales taxes, personal property taxes or other government imposed fees associated with the purchase or use of PDU WEB CONNECT.

6. Guaranty: If, for any reason, Dealer is not satisfied with PDU WEB CONNECT, Dealer shall be entitled to request a refund of the License fee within sixty (60) days of the activation date. If such a request is made within these 60 days, PDU will refund the Dealer the license fee paid, less a \$100.00 set-up fee. At any time after the initial sixty (60) day period, if the Dealer is not satisfied with PDU WEB CONNECT or PDU's response to any problems/issues/complaints, the Dealer's sole remedy is to request a refund from PDU for any unused months remaining in its active annual license subscription. Upon request, PDU will investigate the complaint and, in its sole discretion, may issue a prorated refund of the prepaid fee.

7. Disclaimer of Liability: PDU, ITS OFFICERS, DIRECTORS, AGENTS AND OTHER RELATED ENTITIES, INCLUDING, BUT NOT LIMITED TO THE OWNER/LICENSOR OF PDU WEB CONNECT AND ITS INTELLECTUAL PROPERTY, SHALL NOT BE RESPONSIBLE TO DEALER, ITS PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OF BUSINESS, LOST PROFITS, LOST GOODWILL, DAMAGE TO REPUTATION, OR ANY OTHER DAMAGE/LOSS CAUSED BY ANY FAILURE TO COMPLY WITH THIS AGREEMENT, OR FAILURE OF PDU WEB CONNECT OR RELATED WEBSITES, SOFTWARE OR PROGRAMS, OR ANY INTERRUPTION OF SERVICE OR TIME LOST AS A RESULT OF, OR ARISING FROM, ANY PERCEIVED OR ACTUAL DEFICIENCY, DEFECT OR DOWN TIME OF THE PDU WEB CONNECT SERVICE. PDU MAKES NO WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY, AND SHALL UNDER NO CIRCUMSTANCE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM DEALER OR DEALER'S CUSTOMERS' USE THEREOF.

PDU'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE LESSER OF THE DEALER'S ACTUAL DAMAGES OR THE LICENSE FEE ACTUALLY PAID BY DEALER TO PDU DURING THE CURRENT TERM OF THIS AGREEMENT.

8. Add-on Features: From time to time, PDU may offer Dealer additional features, such as an e-mail address linked to PDU WEB CONNECT, for an additional monthly charge. The details of these add-on features, including the pricing thereof, will be presented to the Dealer as an option to license. These add-on features are all subject to Dealer being in compliance with the terms of this Agreement. These add-on options feature proprietary scripts, and are available only to Dealers who have active PDU WEB CONNECT licenses, in good standing. Dealer has no proprietary interest in these features, and cannot transfer these features to a different hosting provider. The features will be deactivated when Dealer's license becomes inactive or if the fee for the add-on is not paid when due. Dealer shall acquire no interest in any e-mail address, or other add-on features provided under this Agreement. If Dealer changes the domain name used to license PDU WEB CONNECT, or if Dealer requests that PDU add multiple domain names to be covered under this one license, Dealer will incur a \$250.00 change fee per domain name, payable to PDU. PDU may add to or delete certain features from PDU WEB CONNECT, in its sole discretion, without incurring any liability therefore.

9. Anti-Spam Policy: Any spamming via Dealer's email account or the domain hosting server is strictly prohibited. Any spamming activity whatsoever will result in immediate termination of the Agreement and email service.

10. Breach: If at any time Dealer fails to conform to the terms of this agreement, including non-payment of all fees when due, PDU has the right to immediately terminate the Dealer's license and thereby remove the PDU WEB CONNECT service from Dealer's web site.

11. Support: PDU will offer Dealer web based support for all Dealer questions or issues. PDU will not communicate directly with Dealer's customers. It is the Dealer's responsibility to support their customers.

12. Copyright: Any use by Dealer of PDU images shall be expressly subject to Dealer's express acknowledgement and agreement that the use/sale of any and all PDU trophies and awards, including without limitation the Male Achievement Award, may not be marketed, sold or displayed in a manner that suggests an association with the motion picture industry the © Oscar ®, or the Academy Awards ®.

13. Use of Information: PDU may occasionally review information obtained as a result of the Dealer's License activated under this Agreement, including, by way of example only, inquiries, requests, searches, hits, page hits, sales histories, orders placed and all other data and information available for collection, so that PDU can facilitate site and product improvements.

14. Advertising: PDU may, in its sole discretion, populate PDU WEB CONNECT with advertising, including banner ads and other forms of marketing. PDU will not allow advertisements for any other award retailers to be placed on Dealer's site without Dealer's written permission.

15. Community Forums: PDU may offer community forum type discussion boards ("Forums") for Dealers to communicate and exchange ideas with other Dealers. PDU has no control over these Forums and Dealer hereby releases PDU from any and all claims related to the use of said Forums. PDU is not responsible for any incorrect, inaccurate, slanderous, offensive,

illegal or other harmful material which may be found on the Forums. PDU does not monitor the Forums. PDU has no control over content posted on the Forums. Dealer hereby waives, releases and shall hold PDU harmless for any claims arising out of or from the use of said Forums and information contained thereon. Content created and posted on the Forums may contain links to other websites. PDU is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by PDU. While PDU has no obligation to monitor or police the Forums, in the event PDU determines, in its sole discretion, that a Dealer has posted, or allowed to be posted, any offensive, illegal, slanderous or other damaging materials, it may, without incurring any liability therefore, terminate this Agreement with Dealer.

16. Severability: If any word, sentence, clause or provision set forth herein is determined to be illegal, invalid or unenforceable under present or future law, then, in that event, you understand and agree that the word, sentence, clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining words, sentences, clauses or provisions.

17. Governing Law and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of California, with venue for any action thereunder, exclusive to Los Angeles County, which shall be the place for performance of this Agreement.

18. Authority: The undersigned warrant, covenant and represent that he/she is the agent of and has authority to execute and bind his/her principal to the terms of this Agreement if any such signatory is not a principal executing this Agreement for him or herself.